
State:	District of Columbia	Filing Company:	Starr Indemnity & Liability Company
TOI/Sub-TOI:	20.0 Commercial Auto/20.0001 Business Auto		
Product Name:	SILC Commercial Auto		
Project Name/Number:	2019 Commercial Auto Proprietary Forms Revision/19-084-00-CA-08-DC		

Filing at a Glance

Company:	Starr Indemnity & Liability Company
Product Name:	SILC Commercial Auto
State:	District of Columbia
TOI:	20.0 Commercial Auto
Sub-TOI:	20.0001 Business Auto
Filing Type:	Form
Date Submitted:	11/13/2019
SERFF Tr Num:	SILC-132149607
SERFF Status:	Submitted to State
State Tr Num:	
State Status:	
Co Tr Num:	19-084-00-CA-08-DC
Effective Date	06/01/2020
Requested (New):	
Effective Date	06/01/2020
Requested (Renewal):	
Author(s):	Pamela Alt, Joy King, Mary Kotterman
Reviewer(s):	
Disposition Date:	
Disposition Status:	
Effective Date (New):	
Effective Date (Renewal):	

State:	District of Columbia	Filing Company:	Starr Indemnity & Liability Company
TOI/Sub-TOI:	20.0 Commercial Auto/20.0001 Business Auto		
Product Name:	SILC Commercial Auto		
Project Name/Number:	2019 Commercial Auto Proprietary Forms Revision/19-084-00-CA-08-DC		

General Information

Project Name: 2019 Commercial Auto Proprietary Forms
Revision

Status of Filing in Domicile:

Project Number: 19-084-00-CA-08-DC

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 11/13/2019

State Status Changed:

Deemer Date:

Created By: Mary Kotterman

Submitted By: Mary Kotterman

Corresponding Filing Tracking Number:

Filing Description:

Starr Indemnity & Liability Company is submitting for your review and approval proprietary form revisions for our SILC Commercial Auto Program.

Please see our attached Explanatory Memorandum for a more detailed filing description.

We request that this filing be approved for policies on or after 6/1/2020.

Company and Contact

Filing Contact Information

Joy King,	Joy.King@starrcompanies.com
399 Park Avenue	212-401-5606 [Phone]
New York, NY 10022-4614	

Filing Company Information

Starr Indemnity & Liability Company	CoCode: 38318	State of Domicile: Texas
399 Park Avenue	Group Code: 4670	Company Type: Insurance
2nd Floor	Group Name:	State ID Number:
New York, NY 10022	FEIN Number: 75-1670124	
(646) 227-6528 ext. [Phone]		

Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

State: District of Columbia

Filing Company:

Starr Indemnity & Liability Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0001 Business Auto

Product Name: SILC Commercial Auto

Project Name/Number: 2019 Commercial Auto Proprietary Forms Revision/19-084-00-CA-08-DC

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		Extension Schedule Of Named Insureds Amendatory Endorsement	SICA-1013	(0919)	END	Replaced	Previous Filing Number:	REGU-127637027	0.000	SICA-1013 (0919) Extension Schedule of Named Insureds Amendatory Endorsement_brackets.pdf
							Replaced Form Number:	SICA-1013 (06-11)		
2		Cancellation And Nonrenewal Notice To Designated Person Or Organization Amendatory Endorsement	SICA-1015	(0919)	END	Replaced	Previous Filing Number:	REGU-127637027	0.000	SICA-1015 (0919) Cancellation And Nonrenewal Notice to Designated Person Or Org_brackets.pdf
							Replaced Form Number:	SICA-1015 (07-11)		
3		Additional Insured - Automatic Status Amendatory Endorsement	SICA-1016	(0919)	END	Replaced	Previous Filing Number:	SILC-130856589	0.000	SICA-1016 (0919) Additional Insured - Automatic Status Amendatory Endorsement_brackets.pdf
							Replaced Form Number:	SICA-1016 (04-14)		
4		Insurance Primary As To Certain Additional Insureds Amendatory Endorsement	SICA-1017	(0919)	END	Replaced	Previous Filing Number:	REGU-128436748	0.000	SICA-1017 (0919) Insurance Primary As To Certain Additional Insureds_brackets.pdf
							Replaced Form Number:	SICA-1017 (02/12)		
5		When We Do Not Renew Amendatory Endorsement	SICA-1018	(0919)	END	Replaced	Previous Filing Number:	SILC-130856589	0.000	SICA-1018 (0919) When We Do Not Renew Amendatory Endorsement_brackets.pdf
							Replaced Form Number:	SICA-1018 (11/15)		

SERFF Tracking #:

SILC-132149607

State Tracking #:

Company Tracking #:

19-084-00-CA-08-DC

State: District of Columbia

Filing Company:

Starr Indemnity & Liability Company

TOI/Sub-TOI: 20.0 Commercial Auto/20.0001 Business Auto

Product Name: SILC Commercial Auto

Project Name/Number: 2019 Commercial Auto Proprietary Forms Revision/19-084-00-CA-08-DC

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
6		Mexico Coverage Broad Form Amendatory Endorsement	SICA-1019	(0919)	END	Replaced	Previous Filing Number:	REGU-128436748	0.000	SICA-1019 (0919) Mexico Broad Form Amendatory Endorsement_brackets.pdf
							Replaced Form Number:	SICA-1019 (03/12)		
7		Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Blanket Waiver Of Subrogation) Amendatory Endorsement	SICA-1020	(0919)	END	Replaced	Previous Filing Number:	SILC-130856589	0.000	SICA-1020 (0919) Waiver of Transfer of Rights of Recovery Against Other to Us_brackets.pdf
							Replaced Form Number:	SICA-1020 (04/14)		
8		Who Is An Insured - Employees As Insureds Amendatory Endorsement	SICA-1021	(0919)	END	Replaced	Previous Filing Number:	REGU-128436748	0.000	SICA-1021 (0919) Who is An Insured - Employees as Insureds Amendatory Endorsement_brackets.pdf
							Replaced Form Number:	SICA-1021 (04/12)		
9		Who Is An Insured - Amended	SICA-1022	(04/12)	END	Withdrawn	Previous Filing Number:	REGU-128436748	0.000	WITHDRAW_SICA 1022 (04-12) Who is An Insured - Amended.pdf
							Replaced Form Number:			
10		Driver Exclusionary Endorsement	SICA-1023	(0919)	END	Replaced	Previous Filing Number:	REGU-128436748	0.000	SICA-1023 (0919) Driver Exclusionary Endorsement_brackets.pdf
							Replaced Form Number:	SICA-1023 (04/12)		
11		Additional Insured - Scheduled Person Or Organization Amendatory Endorsement	SICA-1024	(0919)	END	Replaced	Previous Filing Number:	REGU-128436748	0.000	SICA-1024 (0919) Additional Insured - Scheduled Person Or Org Amendatory End_brackets.pdf
							Replaced Form Number:	SICA-1024 (04/12)		

SERFF Tracking #:

SILC-132149607

State Tracking #:

Company Tracking #:

19-084-00-CA-08-DC

State: District of Columbia

TOI/Sub-TOI: 20.0 Commercial Auto/20.0001 Business Auto

Product Name: SILC Commercial Auto

Project Name/Number: 2019 Commercial Auto Proprietary Forms Revision/19-084-00-CA-08-DC

Filing Company:

Starr Indemnity & Liability Company

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
12		Insured's Duties Amendatory Endorsement	SICA-1025	(0919)	END	Replaced	Previous Filing Number:	REGU-128436748	0.000	SICA-1025 (0919) Insured's Duties Amendatory Endorsement_brackets.pdf
							Replaced Form Number:	SICA-1025 (04/12)		
13		Policy Bridging Endorsement	SICA-1026	(04/12)	END	Withdrawn	Previous Filing Number:	REGU-128436748	0.000	WITHDRAW_SICA 1026 (04-12) Policy Bridging Endorsement.pdf
							Replaced Form Number:			
14		Early Notice Of Cancellation Provided By Us Amendatory Endorsement	SICA-1028	(0919)	END	Replaced	Previous Filing Number:	SILC-130856589	0.000	SICA-1028 (0919) Early Notice of Cancellation Provided by Us Amendatory Endorsement_brackets.pdf
							Replaced Form Number:	SICA-1028 (11/15)		
15		Additional Insured - Where Required Under Written Contract Or Written Agreement Endorsement	SICA-1036	(04/14)	END	Withdrawn	Previous Filing Number:	SILC-130856589	0.000	WITHDRAW_SICA 1036 (04-14) Addtl Insured Required Under Written Contract or Written Agree Endt.pdf
							Replaced Form Number:			
16		Primary And Non-Contributory Amendatory Endorsement	SICA-1037	(0919)	END	Replaced	Previous Filing Number:	SILC-130856589	0.000	SICA-1037 (0919) Primary And Non-Contributory Amendatory Endorsement_brackets.pdf
							Replaced Form Number:	SICA-1037 (11/15)		
17		Freight Broker Liability Exclusionary Endorsement	SICA-1040	(0919)	END	Replaced	Previous Filing Number:	SILC-130856589	0.000	SICA-1040 (0919) Freight Broker Liability Exclusionary Endorsement_brackets.pdf
							Replaced Form Number:	SICA-1040 (01/16)		

SERFF Tracking #:

SILC-132149607

State Tracking #:

Company Tracking #:

19-084-00-CA-08-DC

State: District of Columbia

TOI/Sub-TOI: 20.0 Commercial Auto/20.0001 Business Auto

Product Name: SILC Commercial Auto

Project Name/Number: 2019 Commercial Auto Proprietary Forms Revision/19-084-00-CA-08-DC

Filing Company:

Starr Indemnity & Liability Company

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
18		Waiver Of Transfer of Rights of Recovery Against Others To us Endorsement	SICA-1041	(04/14)	END	Withdrawn	Previous Filing Number:	SILC-130856589	0.000	WITHDRAW_SICA 1041 (04-14) Waiver of Transfer of Rights of Recovery Against Others to Us Endt.pdf
							Replaced Form Number:			
19		Mexico Coverage Broad Form Amendatory Endorsement	SICA-1049	(10/15)	END	Withdrawn	Previous Filing Number:	SILC-130856589	0.000	WITHDRAW_SICA 1049 (10-15) Mexico Coverage Broad Form Amendatory Endorsement.pdf
							Replaced Form Number:			
20		Waiver Of Immunity - Port Authority Of New York And New Jersey Amendatory Endorsement	SICA-1057	(0919)	END	New			0.000	SICA-1057 (0919) Waiver Of Immunity - Port Authority Amendatory Endorsement_brackets.pdf
21		Schedule Of Covered Autos You Own	SICA DS 02	(0919)	DEC	Replaced	Previous Filing Number:	SILC-131840294	0.000	SICA DS 02 (0919) Schedule Of Covered Autos You Own_brackets.pdf
							Replaced Form Number:	SICA DS 02 (0419)		
22		Schedule Of Covered Autos Changes	SICA DS 03	(0919)	DEC	Replaced	Previous Filing Number:	SILC-131840294	0.000	SICA DS 03 (0919) Schedule Of Covered Auto Changes_brackets.pdf
							Replaced Form Number:	SICA DS 03 (0419)		

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXTENSION SCHEDULE OF NAMED INSURED
AMENDATORY ENDORSEMENT**

Policy Number:

Effective Date:

Named Insured:

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

SCHEDULE

Named Insured(s):

It is hereby agreed that Named Insured means the first Named Insured and any other Named Insureds listed on the declarations page, and the Named Insured(s) shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.



Starr Indemnity & Liability Company

**COMMERCIAL AUTO
SICA-1015 (0919)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION AND NONRENEWAL NOTICE TO DESIGNATED
PERSON OR ORGANIZATION AMENDATORY ENDORSEMENT**

Policy Number:

Effective Date:

Named Insured:

This endorsement modifies the insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

It is hereby agreed that, in the event we cancel or nonrenew this Coverage Part for any reason other than nonpayment of premium, we will endeavor to mail prior written notice of cancellation or nonrenewal to:

SCHEDULE

Name:

Address:

**Number of days
advance notice:**

All other terms and conditions of this Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – AUTOMATIC STATUS
AMENDATORY ENDORSEMENT**

Policy Number:

Effective Date:

Named Insured:

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

It is hereby agreed that **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured** of the Business Auto Coverage Form and Motor Carrier Coverage Form, and **SECTION I – COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 2. Who Is An Insured** of the Auto Dealers Coverage Form are amended to include the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the less of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by such written contract or written agreement.

All other terms and conditions of this Policy remain unchanged.



Starr Indemnity & Liability Company

**COMMERCIAL AUTO
SICA-1017 (0919)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED
AMENDATORY ENDORSEMENT**

Policy Number:

Effective Date:

Named Insured:

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

BUSINESS AUTO COVERAGE FORM

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, c., is amended by the addition of the following:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions of this Policy remain unchanged.



Starr Indemnity & Liability Company

**COMMERCIAL AUTO
SICA-1018 (0919)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WHEN WE DO NOT RENEW AMENDATORY ENDORSEMENT

Policy Number:

Effective Date:

Named Insured:

This endorsement modifies the insurance provided under the:

COMMERCIAL AUTO COVERAGE PART

It is hereby agreed that, except with respect to fraud, material misrepresentation, or a material change in the nature or extent of the risk insured against, the number of days required for notice of nonrenewal, as provided in the applicable state cancellation/nonrenewal endorsement, is increased to _____ * days.

***The notice period provided shall in no event be less than that required by applicable state law.**

All other terms and conditions of this Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEXICO COVERAGE BROAD FORM AMENDATORY ENDORSEMENT

Policy Number:

Effective Date:

Named Insured:

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations Page. Please read the endorsement and respective policy(ies) carefully.

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY – **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

SCHEDULE

Number of Miles Within the Southern Boundary of the United States:

Number of Consecutive Days Travelled Within Mexico:

A. Coverage

1. **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory** of the Business Auto Coverage Form, **SECTION V – MOTOR CARRIER CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory** of the Motor Carrier Coverage Form, and **SECTION IV – CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory** of the Auto Dealers Coverage Form are amended by the addition of the following:

The coverage territory is extended to include Mexico but only for:

- a. "Accidents" or "losses" occurring within the number of miles within the southern boundary of the United States shown in the Schedule above; and
- b. The number of consecutive days travelled within Mexico as shown in the Schedule above.

2. **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance** of the Business Auto Coverage Form, **SECTION V – MOTOR CARRIER CONDITIONS, B. General Conditions, 5. Other Insurance – Primary And Excess Insurance Provisions** of the Motor Carrier Coverage Form, and **SECTION IV – CONDITIONS, B. General Conditions, 5. Other Insurance** of the Auto Dealers Coverage Form are replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

3. **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage** of the Business Auto and Motor Carrier Coverage Forms, and **SECTION I – COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 1. Coverage** of the Auto Dealers Coverage Form are amended by the addition of the following:

If a claim is made or "suit" is brought in the Republic of Mexico, we have the right but not the duty to defend any such "suit" and to make such investigation, negotiation and settlement of any such claim or "suit" as we consider appropriate; provided, in any case in which we elect not to investigate, settle or defend you, you will, under our supervision, make or cause to be made such investigation and defense as may reasonably be necessary and, subject to prior authorization by us, will effect, to the extent possible, such settlement or settlements as we and you deem prudent. We will reimburse you for the reasonable cost of any such investigation, settlement or defense, in currency of the United States at the rate of exchange prevailing on the date of payment.

We assume no responsibility for the furnishing of certificates or evidence of insurance or bonds, or for compliance in any way with the laws of other countries relating to automobile liability insurance, and we will not be liable for any fine or penalty imposed upon you for neglect or failure to comply with the insurance requirements or the laws of other countries relating to the maintenance or use of automobiles.

4. **SECTION III – PHYSICAL DAMAGE COVERAGE** of the Business Auto Coverage Form, **SECTION IV – PHYSICAL DAMAGE COVERAGE** of the Motor Carrier Coverage Form, and **SECTION I – COVERED AUTOS COVERAGES, F. Physical Damage Coverage** of the Auto Dealers Coverage Form are amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

B. Additional Exclusions

For the purposes of this endorsement, the following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

All other terms and conditions of this Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST
OTHERS TO US (BLANKET WAIVER OF SUBROGATION)
AMENDATORY ENDORSEMENT**

Policy Number:

Effective Date:

Named Insured:

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The **Transfer Of Rights Of Recovery Against Others To Us** condition is deleted in its entirety and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

All other terms and conditions of this Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WHO IS AN INSURED – EMPLOYEES AS INSURED AMENDATORY ENDORSEMENT

Policy Number:

Effective Date:

Named Insured:

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

BUSINESS AUTO COVERAGE FORM

A. The following is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Any "employee" of yours is an "insured" while using in your business a covered "auto" owned, hired, or borrowed by that "employee".

B. Paragraph A.1.b.(2) of SECTION II – COVERED AUTOS LIABILITY COVERAGE is deleted in its entirety.

C. SECTION IV - BUSINESS AUTO CONDITIONS, B. - General Conditions, 5. - Other Insurance is amended to read:

5. Other Insurance

- a. For any covered "auto" you own, or any covered "auto" owned, hired or borrowed by an "employee" and used in your business, this Coverage Form provides primary insurance. For any other covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto."
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract."
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis. However, coverage for any covered "auto" owned, hired or borrowed by an "employee" and used in your business is primary to and will not seek contribution from any other insurance available to that "employee."

All other terms and conditions of this Policy remain unchanged.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WHO IS AN INSURED – AMENDED

Policy Number: «polnum»

Effective Date: «Short(effective)» at 12:01 AM

Named Insured: «insured»

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE, 1. - Who Is An Insured, b. (2) is amended to read:

- (2) Your employee if the covered "auto" is owned by that employee or a member of his or her household, provided, however, that the employee owned or hired covered "auto" is being used in your business.

SECTION IV - BUSINESS AUTO CONDITIONS, B. - General Conditions, 5. - Other Insurance - is amended to read:

5. OTHER INSURANCE

- a. For any covered "auto" you own, or any "auto" owned or hired by an employee or a member his or her household and used in your business, this Coverage Form provides primary insurance. For any other covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
- 1) Excess while it is connected to a motor vehicle you do not own.
 - 2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share, unless we are providing coverage on a primary basis for any "auto" owned or hired by an employee or his or her household and used in your business. Our share is the proportion that the Limit of Insurance of our



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

All other terms and conditions of this policy remain the same.

Signed for STARR INDEMNITY & LIABILITY COMPANY


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DRIVER EXCLUSIONARY ENDORSEMENT

Policy Number:

Effective Date:

Named Insured:

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

SCHEDULE

Named Excluded Driver:

WE WILL NOT BE LIABLE FOR ANY "ACCIDENTS" OR "LOSSES" WHILE A COVERED "AUTO" IS DRIVEN BY THE NAMED EXCLUDED DRIVER IN THE SCHEDULE ABOVE.

All other terms and conditions of this Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – SCHEDULED PERSON OR
ORGANIZATION AMENDATORY ENDORSEMENT**

Policy Number:

Effective Date:

Named Insured:

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Additional Insured(s):

It is hereby agreed that **SECTION II – COVERED AUTOS LIABILITY COVERAGE A. Coverage, 1. Who Is An Insured** of the Business Auto Coverage Form and Motor Carrier Coverage Form, and **SECTION I – COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 2. Who Is An Insured** of the Auto Dealers Coverage Form are amended to include the following:

Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto." However, the insurance provided will not exceed the lessor of:

- (1) The coverage and/or limits of this policy; or
- (2) The coverage and/or limits required by said contract or agreement.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURED'S DUTIES AMENDATORY ENDORSEMENT

Policy Number:

Effective Date:

Named Insured:

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

It is hereby agreed that:

- A. SECTION IV - CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** of the Auto Dealers Coverage Form is amended to include the following at the end of Paragraph a.:

Knowledge of an "accident," claim, "suit," offense, "loss" or "act, error or omission" by your agent, your servant, or your employee will not in itself constitute your knowledge unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee has such knowledge or could reasonably be expected to have such knowledge.

- B. SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss** of the Business Auto Coverage Form is amended to include the following at the end of Paragraph a.:

Knowledge of an "accident," claim, "suit" or "loss" by your agent, your servant, or your employee will not in itself constitute your knowledge unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee has such knowledge or could reasonably be expected to have such knowledge.

All other terms and conditions of this Policy remain unchanged.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Policy Bridging Endorsement

Policy Number:
Named Insured:

Effective Date:

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.


BUSINESS AUTO COVERAGE FORM TRUCKERS COVERAGE FORM

SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5 - Other Insurance is amended to add:

- e. The insurance afforded by this policy will apply to the extent that any coverage or condition herein is less restrictive to you than are the terms and conditions afforded under policy number(s) _____ issued by us to you.

Signed for STARR INDEMNITY & LIABILITY COMPANY


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLY NOTICE OF CANCELLATION PROVIDED BY US
AMENDATORY ENDORSEMENT**

Policy Number:

Effective Date:

Named Insured:

This endorsement modifies the insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

It is hereby agreed that except with respect to fraud, material misrepresentation, or a material change in the nature or extent of the risk insured against, the number of days required for notice of cancellation, as provided in **COMMON POLICY CONDITIONS, A. Cancellation**, sub-paragraph 2., or as amended by an applicable state cancellation endorsement is increased to the number of days shown below:

- a. () * days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. () * days before the effective date of cancellation if we cancel for any other reason.

*** The notice period provided shall not be less than that required by applicable state law.**

All other terms and conditions of this Policy remain unchanged.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Additional Insured – Where Required Under Written Contract or Written Agreement Endorsement

Policy Number: TBD

Effective Date: XX/XX/2014 at
12:01 A.M.

Named Insured:

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the declarations page. Please read the endorsement and respective policy(ies) carefully.

Motor Carrier Coverage Form

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby agreed that **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured**, is amended to include the following:

- f. Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said written contract or written agreement.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY
AMENDATORY ENDORSEMENT**

Policy Number:

Effective Date:

Named Insured:

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

MOTOR CARRIER COVERAGE FORM

It is hereby agreed that **SECTION V – MOTOR CARRIER CONDITIONS, B. General Conditions, 5. Other Insurance – Primary and Excess Insurance Provisions** is deleted in its entirety and replaced by the following:

5. Other Insurance – Primary And Excess Insurance Provisions

- a. While any covered "auto" is hired or borrowed from you by another "motor carrier", this Coverage Form's Covered Autos Liability Coverage is:
 - (1) Primary and noncontributory if a written agreement between you as the lessor and the other "motor carrier" as the lessee requires you to hold the lessee harmless.
 - (2) Excess over any other collectible insurance if a written agreement between you as the lessor and the other "motor carrier" as the lessee does not require you to hold the lessee harmless.
- b. While any covered "auto" is hired or borrowed by you from another "motor carrier", this Coverage Form's Covered Autos Liability Coverage is:
 - (1) Primary and noncontributory if a written agreement between the other "motor carrier" as the lessor and you as the lessee does not require the lessor to hold you harmless, and then only while the covered "auto" is used exclusively in your business as a "motor carrier" for hire.
 - (2) Excess over any other collectible insurance if a written agreement between the other "motor carrier" as the lessor and you as the lessee requires the lessor to hold you harmless.
- c. While a covered "auto" which is a "trailer" is connected to a power unit, this Coverage Form's Covered Autos Liability Coverage is:
 - (1) Provided on the same basis, either primary or excess, as the Covered Autos Liability Coverage provided for the power unit if the power unit is a covered "auto".
 - (2) Excess if the power unit is not a covered "auto".
- d. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".
- e. Except as provided in Paragraphs a., b., c. and d. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you don't own.
- f. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- g.** Regardless of the provisions of Paragraphs **a.**, **b.**, **c.**, **d.** and **e.** above, this Coverage Form's Covered Autos Liability Coverage is primary and noncontributory for any liability assumed under an "insured contract".
- h.** When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

All other terms and conditions of this Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FREIGHT BROKER LIABILITY EXCLUSIONARY ENDORSEMENT

Policy Number:

Effective Date:

Named Insured:

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

MOTOR CARRIER COVERAGE FORM

It is hereby agreed as follows:

A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions is amended to include the following:

Freight Broker Liability

- a. Liability arising out of your operations or activities as a "freight broker";
- b. Liability arising out of the operation, maintenance or use of any "auto" by any "motor carrier" hired, selected or retained by you for the purpose of transporting property;
- c. Liability arising out of the negligent hiring, retention or selection of any "motor carrier"; or
- d. Liability assumed under or arising out of any contract or agreement made in connection with your operations or activities as a "freight broker" or otherwise for the purpose of arranging for the transportation of property by a "motor carrier". This exclusion applies to liability assumed under any such contract or agreement regardless of whether the contract is an "insured contract".

B. SECTION VI – DEFINITIONS is amended to include the following:

"Freight broker" means any person who or corporation that, for compensation, arranges or offers to arrange the transportation of property by any "motor carrier".

All other terms and conditions of this Policy remain unchanged.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Waiver of Transfer of Rights of Recovery Against Others to Us Endorsement

Policy Number: TBD

Effective Date: XX/XX/2014 at
12:01 A.M.

Named Insured:

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the declarations page. Please read the endorsement and respective policy(ies) carefully.

Motor Carrier Coverage Form

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby agreed that **SECTION V – MOTOR CARRIER CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**, is deleted in its entirety and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Mexico Coverage Broad Form Amendatory Endorsement

Policy Number: [123456]

Effective Date: [MM-DD-YY at 12:01 A.M.]

Named Insured: [Named Insured]

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

MOTOR CARRIER COVERAGE FORM

With respect to those insureds that live in the United States of America and those covered "autos" that are principally garaged and used in the United States of America, it is hereby agreed as follows:

1. **SECTION V – MOTOR CARRIER CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory** is deleted in its entirety and replaced with the following:

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada;
- (5) Notwithstanding anything to the contrary, the Republic of Mexico, provided that travel is within ____ miles of the southern boundary of the United States of America and travel within the Republic of Mexico does not exceed ____ consecutive days; and
- (6) Anywhere in the world if a covered "auto" of the "private passenger type" is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

2. **SECTION V – MOTOR CARRIER CONDITIONS, B. General Conditions, 5. Other Insurance – Primary and Excess Insurance Provisions** is amended to include the following:

As respects any covered "auto," regardless of whether or not you own such covered "auto," the coverage provided by this endorsement for any "loss" arising out of or resulting from any "accident" within the Republic of Mexico is excess over any other collectible insurance.

3. **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage** is amended to include the following:

If a claim is made or "suit" is brought in the Republic of Mexico, we have the right but not the duty to defend any such "suit" and to make such investigation, negotiation and settlement of any such claim or "suit" as we consider appropriate; provided, in any case in which we elect not to investigate, settle or defend you, you will, under our supervision, make or cause to be made such investigation and defense as may reasonably be necessary and, subject to prior authorization by us, will effect, to the extent possible, such settlement or settlements as we and you deem prudent. We will reimburse you for the reasonable cost of any such investigation, settlement or defense, in currency of the United States at the rate of exchange prevailing on the date of payment.

We assume no responsibility for the furnishing of certificates or evidence of insurance or bonds, or for compliance in any way with the laws of other countries relating to automobile liability insurance, and we will not be liable for any fine or penalty imposed upon you for neglect or failure to comply with the insurance requirements or the laws of other countries relating to the maintenance or use of automobiles.

4. **SECTION V – MOTOR CARRIER CONDITIONS, A. Loss Conditions, 4. Loss Payment – Physical Damage Coverages** is amended to include the following:

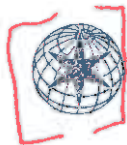
We will pay for "losses" to your covered "auto" repaired or replaced in the United States, not in The Republic of Mexico. If your covered "auto" must be repaired in The Republic of Mexico in order to be driven, we will not reimburse you for more than the actual cash value of such "loss" as determined at the nearest United States location where such repairs could be made.

UNLIKE THE UNITED STATES, THE REPUBLIC OF MEXICO CONSIDERS AN AUTO ACCIDENT A CRIMINAL AS WELL AS A CIVIL MATTER. THEREFORE, IT IS STRONGLY RECOMMENDED THAT BEFORE DRIVING AN AUTOMOBILE IN MEXICO, MEXICAN AUTOMOBILE COVERAGE BE PURCHASED FROM A LICENSED MEXICAN INSURANCE COMPANY.

All other terms and conditions of this Policy remain unchanged.


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF IMMUNITY – PORT AUTHORITY OF NEW YORK AND
NEW JERSEY AMENDATORY ENDORSEMENT**

Policy Number:

Effective Date:

Named Insured:

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

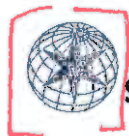
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

It is hereby agreed that **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions** of the Business Auto Coverage Form, **SECTION V – MOTOR CARRIER CONDITIONS, B. General Conditions** of the Motor Carrier Coverage Form, and **SECTION IV – CONDITIONS, B. General Conditions** of the Auto Dealers Coverage Form are amended to include the following:

Waiver of Immunity – Port Authority of New York and New Jersey

We shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority of New York and New Jersey, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority of New York and New Jersey, the immunity of the Port Authority of New York and New Jersey, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority of New York and New Jersey, or the provisions of any statutes respecting suits against the Port Authority of New York and New Jersey.

All other terms and conditions of this policy remain unchanged.



Policy Number:

SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	Description of Auto		Vehicle Identification Number (VIN)	Original Cost New
	Year	Make / Model		

Covered Auto No.	Territory Where the Covered Auto Will Be Principally Garaged	Classification			
		Radius of Operation	Business Use	Size GVW, GCW or Vehicle Seating Capacity	Class Code

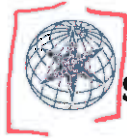
Covered Auto No.	Coverages – Premiums, Limits and Deductibles *					
	Covered Autos Liability		Auto Medical Payments		Medical Expenses And Income Loss Benefits (VA Only)	
	Limit	Premium	Limit	Premium	Limit	Premium

Covered Auto No.	Coverages – Premiums, Limits and Deductibles *				
	Personal Injury Protection		Added/Additional Personal Injury Protection		Property Protection Insurance (MI Only)
	Deductible	Premium	Premium		Premium

Covered Auto No.	Coverages – Premiums, Limits and Deductibles *							
	Comprehensive		Specified Causes Of Loss		Collision		Towing and Labor (Private Passenger Only)	
	Deductible	Premium	Deductible	Premium	Deductible	Premium	Limit Per Disablement	Premium

**Absence of a deductible or limit entry in any column means that the limit or deductible entry in the corresponding STARR BUSINESS AUTO DECLARATIONS, ITEM TWO: Schedule of Coverages and Covered Autos column applies instead. For coverages and/or limits not shown, refer to STARR BUSINESS AUTO DECLARATIONS, ITEM TWO: Schedule of Coverages and Covered Autos .*

*[If SICA-1046 applies include ** Refer to SICA-1046 Physical Damage Deductible Amendatory Endorsement]*



Starr Indemnity & Liability Company

**COMMERCIAL AUTO
SICA DS 03 (0919)**

Policy Number:

SCHEDULE OF COVERED AUTO CHANGES

COVERAGE AFFECTED BY THIS CHANGE IS INDICATED AS : A=ADD, D=DELETE OR C=CHANGE

Vehicle Covered Is:	Covered Auto No.	Description of Auto		Vehicle Identification Number (VIN)	Original Cost New
		Year	Make / Model		

Covered Auto No.	Territory Where the Covered Auto Will Be Principally Garaged	Classification			
		Radius of Operation	Business Use	Size GVW, GCW or Vehicle Seating Capacity	Class Code

Covered Auto No.	Coverages – Premiums, Limits and Deductibles *					
	Covered Autos Liability		Auto Medical Payments		Medical Expenses And Income Loss Benefits (VA Only)	
	Limit	Premium	Limit	Premium	Limit	Premium

Covered Auto No.	Coverages – Premiums, Limits and Deductibles *				
	Personal Injury Protection		Added/Additional Personal Injury Protection	Property Protection Insurance (MI Only)	
	Deductible	Premium	Premium	Deductible	Premium

Covered Auto No.	Coverages – Premiums, Limits and Deductibles *							
	Comprehensive		Specified Causes Of Loss		Collision		Towing and Labor (Private Passenger Only)	
	Deductible	Premium	Deductible	Premium	Deductible	Premium	Limit Per Disablement	Premium

* Absence of a deductible or limit entry in any column means that the limit or deductible entry in the corresponding ITEM TWO column applies instead. For coverages and/or limits not shown, refer to ITEM TWO.
*[If SICA-1046 applies include ** Refer to SICA-1046 Physical Damage Deductible Amendatory Endorsement]*

State:	District of Columbia	Filing Company:	Starr Indemnity & Liability Company
TOI/Sub-TOI:	20.0 Commercial Auto/20.0001 Business Auto		
Product Name:	SILC Commercial Auto		
Project Name/Number:	2019 Commercial Auto Proprietary Forms Revision/19-084-00-CA-08-DC		

Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Redlined Version - Forms
Comments:	
Attachment(s):	SICA-1017 (02-12) REDLINE.pdf SICA-1018 (1115) REDLINE.pdf SICA-1019 (0312) REDLINE.pdf SICA-1020 (04-14) REDLINE.pdf SICA-1021 (0412) REDLINE.pdf SICA DS 02 (0419) REDLINE.pdf SICA DS 03 (0419) REDLINE.pdf SICA-1013 (0611) REDLINE.pdf SICA-1015 (0711) REDLINE.pdf SICA-1016 (04-14) REDLINE.pdf SICA-1037 (11-15) REDLINE.pdf SICA-1023 (0412) REDLINE.pdf SICA-1024 (04-12) REDLINE.pdf SICA-1025 (04-12) REDLINE.pdf SICA-1028 (11-15) REDLINE.pdf SICA-1040 (01-16) REDLINE.pdf
Item Status:	
Status Date:	

SERFF Tracking #:	SILC-132149607	State Tracking #:		Company Tracking #:	19-084-00-CA-08-DC
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State:	District of Columbia	Filing Company:	Starr Indemnity & Liability Company
TOI/Sub-TOI:	20.0 Commercial Auto/20.0001 Business Auto		
Product Name:	SILC Commercial Auto		
Project Name/Number:	2019 Commercial Auto Proprietary Forms Revision/19-084-00-CA-08-DC		

Satisfied - Item:	Explanatory Memoradum
Comments:	
Attachment(s):	Explanatory Memorandum.pdf
Item Status:	
Status Date:	



Starr Indemnity & Liability Company

~~Dallas, TX 1-866-519-2522~~



Starr Indemnity & Liability Company

COMMERCIAL AUTO
SICA-1017 (0919)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INSURANCE PRIMARY AS TO CERTAIN
ADDITIONAL INSURED AMENDATORY ENDORSMENT**

~~Policy Number:~~ _____ **~~Effective Date:~~** _____

~~Named Insured:~~ _____

~~This policy is amended as follows:~~

Policy Number: _____

Effective Date: _____

Named Insured: _____

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

__ BUSINESS AUTO COVERAGE FORM

Section

SECTION IV – ~~Business Auto Conditions~~ BUSINESS AUTO CONDITIONS, ~~B.7.2~~ **General Conditions, 5.7.2**
Other Insurance, c., is amended by the addition of the following ~~sentence:~~

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions of this Policy remain unchanged.

SICA 1017 (02/12)

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SICA-1017 (0919)

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Page 1 of 2

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Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

When We Do Not Renew Amendatory Endorsement WHEN WE DO NOT RENEW AMENDATORY ENDORSEMENT

Policy Number: ~~{123456}~~

Effective Date: ~~{MM-DD-YY at 12:01 A.M.}~~

Named Insured: ~~{Named Insured}~~

This endorsement modifies the insurance ~~coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully provided under the:-~~

~~___ BUSINESS AUTO COVERAGE FORM
___ TRUCKERS COVERAGE FORM
___ MOTOR CARRIER COVERAGE FORM
___ COMMERCIAL AUTO COVERAGE PART~~

It is hereby agreed ~~that, except with respect to fraud, material misrepresentation, or a material change in the nature or extent of the risk insured against, the number of days required for notice of nonrenewal, as provided in the applicable state cancellation/nonrenewal endorsement, is increased to ___ * days. that the COMMON~~
POLICY CONDITIONS are amended to include the following:

***The notice period provided shall in no event be less than that required by applicable state law.**

Notice of Nonrenewal

~~If we decide not to renew this policy, we will mail or deliver written notice of the non-renewal to you not less than ___ days before the expiration date.~~

~~If notice is mailed, proof of mailing will be sufficient proof of notice.~~

All other terms and conditions of this Policy remain unchanged.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522



Starr Indemnity & Liability Company

COMMERCIAL AUTO

SICA-1019 (0919)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MEXICANMEXICO COVERAGE BROAD FORM AMENDATORY
ENDORSEMENT**

Policy Number:

Effective Date:

Named Insured:

This endorsement modifies the insurance provided under the following coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations Page. Please read the endorsement and respective policy(ies) carefully.

BUSINESS AUTO COVERAGE FORM

With respect to those Insureds that live in the United States of America, and those covered "autos" which are principally garaged and used in the United States of America:

Section MOTOR CARRIER COVERAGE FORM

AUTO DEALERS COVERAGE FORM

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY – NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

SCHEDULE

Number of Miles Within the Southern Boundary of the United States:

Number of Consecutive Days Travelled Within Mexico:

A. Coverage

SICA 1019 (03/12)

Page 2 of 2

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SICA-1019 (0919)

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Page 1 of 3

1. ~~SECTION IV – Business Auto – BUSINESS AUTO CONDITIONS, B. General Conditions, B. General Condition, 7. Policy Period, Coverage Territory~~ is amended, as respects of the Business Auto Coverage Form, ~~SECTION V – MOTOR CARRIER CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory~~, to add of the Motor Carrier Coverage Form, and ~~SECTION IV – CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory~~ of the Auto Dealers Coverage Form are amended by the addition of the following:

~~e. The Republic of coverage territory is extended to include Mexico, subject to but only for:~~

~~(1)a. Travel "Accidents" or "losses" occurring within _____ the number of miles of within the southern boundary of the United States of America, shown in the Schedule above; and~~

~~(2)b. Travel within The Republic of Mexico not to exceed _____ number of consecutive days travelled within Mexico as shown in the Schedule above.~~

~~Section IV. Business Auto Conditions, B. General Conditions, 5. Other Insurance is amended to add:~~

~~2. e. As respects any covered "auto" you own and any covered "auto" you don't own the coverage provided by SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance of the Business Auto Coverage Form, SECTION V – MOTOR CARRIER CONDITIONS, B. General Conditions, 5. Other Insurance – Primary And Excess Insurance Provisions of the Motor Carrier Coverage Form, and SECTION IV – CONDITIONS, B. General Conditions, 5. Other Insurance of the Auto Dealers Coverage Form are replaced by the following:~~

~~The insurance provided by this endorsement, for any "loss" arising out of or resulting from any "accident" within the Republic of Mexico is will be excess over any other collectible insurance.~~

~~Section II. Liability Coverage. A. Coverage is amended to add:~~

~~3. SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage of the Business Auto and Motor Carrier Coverage Forms, and SECTION I – COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 1. Coverage of the Auto Dealers Coverage Form are amended by the addition of the following:~~

If a claim is made or "suit" is brought in the Republic of Mexico, we have the right but not the duty to defend any such "suit" and to make such investigation, negotiation and settlement of any such claim or "suit" as we consider appropriate; provided, in any case in which we elect not to investigate, settle or defend you, you will, under our supervision, make or cause to be made such investigation and defense as may reasonably be necessary and, subject to prior authorization by us, will effect, to the extent possible, such settlement or settlements as we and you deem prudent. We will reimburse you for the reasonable cost of any such investigation, settlement or defense, in currency of the United States at the rate of exchange prevailing on the date of payment.

We assume no responsibility for the furnishing of certificates or evidence of insurance or bonds, or for compliance in any way with the laws of other countries relating to automobile liability insurance, and we will not be liable for any fine or penalty imposed upon you for neglect or failure to comply with the insurance requirements or the laws of other countries relating to the maintenance or use of automobiles.

~~Section IV. Business Auto Conditions, A. Loss Conditions, 4. Loss Payment – Physical Damage Coverages is amended to add:~~

~~We will pay for "losses" to your~~4. SECTION III – PHYSICAL DAMAGE COVERAGE of the Business Auto Coverage Form, SECTION IV – PHYSICAL DAMAGE COVERAGE of the Motor Carrier Coverage Form, and SECTION I – COVERED AUTOS COVERAGES, F. Physical Damage Coverage of the Auto Dealers Coverage Form are amended by the addition of the following:****

~~If a "loss" to a covered "'auto" repaired or replaced" occurs in Mexico, we will pay for such "loss" in the United States, not in The Republic of Mexico. If your. If the covered "'auto"' must be repaired in The~~



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522



Starr Indemnity & Liability Company

COMMERCIAL AUTO

SICA-1019 (0919)

~~Republic of~~ Mexico in order to be driven, we will not ~~reimburse you for pay~~ more ~~thenthan~~ the actual cash value of ~~such~~ ~~"loss" as determined~~ at the nearest United States point where ~~suchthe~~ repairs ~~couldcan~~ be made.

~~UNLIKE THE UNITED STATES THE REPUBLIC OF MEXICO CONSIDERS AN AUTO ACCIDENT A CRIMINAL AS WELL AS A CIVIL MATTER. THEREFORE, IT IS STRONGLY RECOMMENDED THAT BEFORE DRIVING AN AUTOMOBILE IN MEXICO, MEXICAN AUTOMOBILE COVERAGE BE PURCHASED FROM A LICENSED MEXICAN INSURANCE COMPANY.~~

B. Additional Exclusions

For the purposes of this endorsement, the following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

All other terms, and conditions and exclusions of the policy shall of this Policy remain unchanged.



Starr Indemnity & Liability Company

COMMERCIAL AUTO
SICA-1020 (0919)

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Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Waiver of Transfer of Rights of Recovery Against
Others to Us Endorsement**
**WAIVER OF TRANSFER OF
RIGHTS OF RECOVERY AGAINST OTHERS TO US
(BLANKET WAIVER OF SUBROGATION) AMENDATORY
ENDORSEMENT**

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Policy Number: TBD

Effective Date: XX/XX/2014 at 12:01 A.M.

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Named Insured:

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This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the eDeclarations page. Please read the endorsement and respective policy(ies) carefully.

Business Auto Coverage Form

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. It is hereby agreed that **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Business Auto Coverage Form, and **SECTION V – MOTOR CARRIER CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Motor Carrier Coverage Form is are deleted in their its entirety and replaced by the following:

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If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

B. It is hereby agreed that **SECTION IV – CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Auto Dealers Coverage Form is deleted in its entirety and replaced by the following:

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If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

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SICA-1020 (04/140919)

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**COMMERCIAL AUTO
SICA-1020 (0919)**

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However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

This condition does not apply to damages under Paragraph C. Locations And Operations Medical Payments Coverage of Section II – General Liability Coverages.

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All other terms and conditions of this Policy remain unchanged.

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SICA-1020 (04/140919)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WHO IS AN INSURED -- EMPLOYEES AS INSURED
AMENDATORY ENDORSEMENT
AMENDED
(EMPLOYEES AS INSURED)**

Policy Number:

Effective Date:

Named Insured:

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully. ~~This endorsement modifies insurance provided under the following:~~

___ BUSINESS AUTO COVERAGE FORM

A. The following is added to ~~the~~ **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** ~~Provision:~~

Any "employee" of yours is an "insured" while using in your business a covered "auto" ~~you don't own, hire or borrow in your business or your personal affairs owned, hired, or borrowed by that~~ "employee".

B. Paragraph **A.1.b.(2) of SECTION II – COVERED AUTOS LIABILITY COVERAGE** is deleted in its entirety.

C. **SECTION IV - BUSINESS AUTO CONDITIONS, B. - General Conditions, 5. - Other Insurance** ~~is~~ amended to read:

5. OTHER INSURANCE Other Insurance

- a. For any covered "auto" you own, or any covered "auto" owned, hired or ~~hired~~borrowed by an "employee" and used in your business, this Coverage Form provides primary insurance. For any other covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- 1. (1)** Excess while it is connected to a motor vehicle you do not own.
- 2. (2)** Primary while it is connected to a covered "auto" you own.



- b. For Hired Auto Physical Damage coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share, ~~unless we are providing coverage on a primary basis for any "auto" owned or hired by an employee and used in your business.~~ Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis. However, coverage for any covered "auto" owned, hired or borrowed by an "employee" and used in your business is primary to and will not seek contribution from any other insurance available to that "employee".

All other terms and conditions of this Policy remain unchanged.



Policy Number:

SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	Description of Auto		Vehicle Identification Number (VIN)	Original Cost New
	Year	Make / Model		

Covered Auto No.	Territory Where the Covered Auto Will Be Principally Garaged	Classification			
		Radius of Operation	Business Use	Size GVW, GCW or Vehicle Seating Capacity	Class Code

Covered Auto No.	Coverages – Premiums, Limits and Deductibles *					
	Covered Autos Liability		Auto Medical Payments		Medical Expenses And Income Loss Benefits (VA Only)	
	Limit	Premium	Limit	Premium	Limit	Premium

Covered Auto No.	Coverages – Premiums, Limits and Deductibles *				
	Personal Injury Protection		Added/ <u>Additional</u> Personal Injury Protection	Property Protection Insurance (MI Only)	
	Deductible	Premium	Premium	Deductible	Premium

Covered Auto No.	Coverages – Premiums, Limits and Deductibles *							
	Comprehensive		Specified Causes Of Loss		Collision		Towing and Labor (Private Passenger Only)	
	Deductible	Premium	Deductible	Premium	Deductible	Premium	Limit Per Disablement	Premium

*Absence of a deductible or limit entry in any column means that the limit or deductible entry in the corresponding STARR BUSINESS AUTO DECLARATIONS, ITEM TWO: Schedule of Coverages and Covered Autos column

applies instead. For coverages and/or limits not shown, refer to **STARR BUSINESS AUTO DECLARATIONS, ITEM TWO: Schedule of Coverages and Covered Autos** .
[If SICA-1046 applies include ** Refer to SICA-1046 Physical Damage Deductible Amendatory Endorsement]



Policy Number:

SCHEDULE OF COVERED AUTO CHANGES

COVERAGE AFFECTED BY THIS CHANGE IS INDICATED AS : A=ADD, D=DELETE OR C=CHANGE

Vehicle Covered Is:	Covered Auto No.	Description of Auto		Vehicle Identification Number (VIN)	Original Cost New
		Year	Make / Model		

Covered Auto No.	Territory Where the Covered Auto Will Be Principally Garaged	Classification			
		Radius of Operation	Business Use	Size GVW, GCW or Vehicle Seating Capacity	Class Code

Covered Auto No.	Coverages – Premiums, Limits and Deductibles *					
	Covered Autos Liability		Auto Medical Payments		Medical Expenses And Income Loss Benefits (VA Only)	
	Limit	Premium	Limit	Premium	Limit	Premium

--	--	--	--	--	--	--

Covered Auto No.	Coverages – Premiums, Limits and Deductibles *				
	Personal Injury Protection		Added/ <u>Additional</u> Personal Injury Protection	Property Protection Insurance (MI Only)	
	Deductible	Premium	Premium	Deductible	Premium

Covered Auto No.	Coverages – Premiums, Limits and Deductibles *							
	Comprehensive		Specified Causes Of Loss		Collision		Towing and Labor (Private Passenger Only)	
	Deductible	Premium	Deductible	Premium	Deductible	Premium	Limit Per Disablement	Premium

* Absence of a deductible or limit entry in any column means that the limit or deductible entry in the corresponding ITEM TWO column applies instead. For coverages and/or limits not shown, refer to ITEM TWO.
*[If SICA-1046 applies include ** Refer to SICA-1046 Physical Damage Deductible Amendatory Endorsement]*



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

**COMMERCIAL AUTO
SICA-1013 (0919)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy Number: _____ **Effective Date:** _____

Named Insured: _____

**EXTENSION SCHEDULE OF NAMED INSUREDS AMENDATORY
ENDORSEMENT**

Policy Number: _____

Effective Date: _____

Named Insured: _____

~~This endorsement modifies insurance provided under the:~~ This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the respective policy(ies) carefully.

___ BUSINESS AUTO COVERAGE FORM

___ TRUCKERS COVERAGE FORM

___ MOTOR CARRIER COVERAGE FORM

___ AUTO DEALERS COVERAGE FORM

SCHEDULE

Named Insured(s):

It is hereby agreed that Named Insured means~~This policy provides coverage for~~ the first Named Insured and any other Named Insureds shown listed on the declarations page, and the following Named Insureds~~Named Insured(s) shown in the Schedule above.~~

All other terms, conditions and exclusion of this policy remain unchanged.

SICA-1013 (06-110919)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION AND NONRENEWAL NOTICE TO DESIGNATED
PERSON OR ORGANIZATION AMENDATORY ENDORSEMENT**

Policy Number: ~~[123456]~~

Effective Date: ~~[MM-DD-YY at 12:01 A.M.]~~

Named Insured: ~~[Named Insured]~~

This endorsement modifies insurance provided under the following:

~~BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
COMMERCIAL AUTO COVERAGE PART~~

~~In the event of cancellation or nonrenewal or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or nonrenewal or material change to: It is hereby agreed that, in the event we cancel or nonrenew this Coverage Part for any reason other than nonpayment of premium, we will endeavor to mail prior written notice of cancellation or nonrenewal to:~~

SCHEDULE

1. Name:

2. Address:

3. Number of days advance notice:

~~Information required to complete this Schedule, if not shown above, will be shown in the Declarations.~~

All other terms and conditions of this Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Additional Insured – Where Required Under Written Contract
or Written Agreement Endorsement**
**ADDITIONAL INSURED –
AUTOMATIC STATUS AMENDATORY ENDORSEMENT**

Policy Number: TBD

Effective Date: XX/XX/2014 at 12:01 A.M.

Named Insured:

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the ~~e~~Declarations page. Please read the endorsement and respective policy(ies) carefully.

~~Business Auto Coverage Form~~
~~AUTO DEALERS COVERAGE FORM~~
~~BUSINESS AUTO COVERAGE FORM~~
~~MOTOR CARRIER COVERAGE FORM~~

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby agreed that **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** of the Business Auto Coverage Form and Motor Carrier Coverage Form, and **SECTION I – COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 2. Who Is An Insured** of the Auto Dealers Coverage Form are amended to include the following: ~~is amended to include the following:~~

d. Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered “auto”. However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said written contract or written agreement.

All other terms and conditions of this Policy remain unchanged.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522



Starr Indemnity & Liability Company

COMMERCIAL AUTO
SICA-1037 (0919)

Primary and Non-Contributory Amendatory Endorsement

Policy Number: [123456] **Effective Date:** [MM-DD-YY at 12:01 A.M.]

Named Insured: [Named Insured]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY **AMENDATORY ENDORSEMENT**

Policy Number:

Effective Date:

Named Insured:

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

 MOTOR CARRIER COVERAGE FORM

It is hereby agreed that **SECTION V – MOTOR CARRIER CONDITIONS, B. General Conditions, 5. Other Insurance – Primary and Excess Insurance Provisions** is deleted in its entirety and replaced by the following:

5. Other Insurance – Primary And Excess Insurance Provisions

- a. While any covered "auto" is hired or borrowed from you by another "motor carrier", this Coverage Form's Covered Autos Liability Coverage is:

- (1) Primary and noncontributory if a written agreement between you as the lessor and the other "motor carrier" as the lessee requires you to hold the lessee harmless.
- (2) Excess over any other collectible insurance if a written agreement between you as the lessor and the other "motor carrier" as the lessee does not require you to hold the lessee harmless.

SICA 1037 (11/15)

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SICA-1037 (0919)

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Page 1 of 3

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- b. While any covered "auto" is hired or borrowed by you from another "motor carrier", this Coverage Form's Covered Autos Liability Coverage is:
 - (1) Primary and noncontributory if a written agreement between the other "motor carrier" as the lessor and you as the lessee does not require the lessor to hold you harmless, and then only while the covered "auto" is used exclusively in your business as a "motor carrier" for hire.
 - (2) Excess over any other collectible insurance if a written agreement between the other "motor carrier" as the lessor and you as the lessee requires the lessor to hold you harmless.
- c. While a covered "auto" which is a "trailer" is connected to a power unit, this Coverage Form's Covered Autos Liability Coverage is:
 - (1) Provided on the same basis, either primary or excess, as the Covered Autos Liability Coverage provided for the power unit if the power unit is a covered "auto".
 - (2) Excess if the power unit is not a covered "auto".
- d. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".
- e. Except as provided in Paragraphs a., b., c. and d. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you don't own.
- f. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- g. Regardless of the provisions of Paragraphs a., b., c., d. and e. above, this Coverage Form's Covered Autos Liability Coverage is primary and noncontributory for any liability assumed under an "insured contract".
- h. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

All other terms and conditions of this Policy remain unchanged.



Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DRIVER EXCLUSION~~ARY~~ ENDORSEMENT

Policy Number: ~~«polnum»~~
Named Insured: ~~«insured»~~

Effective Date: ~~«Short(effective)»~~ at 12:01 AM

This ~~endorsement modifies insurance provided under the following:~~ endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

☐ BUSINESS AUTO COVERAGE FORM
☒ ~~GARAGE COVERAGE FORM~~
☐ MOTOR CARRIER COVERAGE FORM
☒ ~~AUTO DEALERS COVERAGE FORM~~
☐ ~~TRUCKERS COVERAGE FORM~~

~~With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.~~

SCHEDULE

<u>NAMED EXCLUDED DRIVER:</u>	

WE WILL NOT BE LIABLE FOR ANY "ACCIDENTS" OR "LOSSES" WHILE A COVERED "AUTO" IS DRIVEN BY THE NAMED EXCLUDED DRIVER IN THE SCHEDULE ABOVE:

All other terms and conditions of this Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy Number: «polnum» **Effective Date:** «Short(effective)» at 12:01 AM
Named Insured: «insured»

ADDITIONAL INSURED - Where Required Under Contract or Agreement (Additional Insured Schedule) ADDITIONAL INSURED - SCHEDULED PERSON OR ORGANIZATION AMENDATORY ENDORSEMENT

Policy Number: _____ **Effective Date:** _____
Named Insured: _____

This policy is amended as follows: This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

SCHEDULE

Additional Insured(s):

I. It is hereby agreed that SECTION II – COVERED AUTOS LIABILITY COVERAGE A. Coverage, 1. Who is An Insured of the Business Auto Coverage Form and Motor Carrier Coverage Form, and, SECTION I – COVERED AUTO COVERAGES, D. Covered Autos Liability Coverage, 2. Who Is An Insured of the Auto Dealers Coverage Form is/are amended to add/include the following:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered “auto”. However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy; i or
- (2) The coverage and/or limits required by said contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INSURED'S DUTIES AMENDATORY ENDORSEMENT Insured's
Duties in the Event of a Claim, Occurrence
or Suit**

Policy Number:

Effective Date:

Named Insured:

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

TRUCKERS COVERAGE FORM

It is hereby agreed that:

A. SECTION IV – CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions of the Auto Dealers Coverage Form is amended to include the following at the end of Paragraph a.:

Knowledge of an "accident", claim, "suit", offense, "loss" or "act, error or omission" by your agent, your servant, or your employee will not in itself constitute your knowledge unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee has such knowledge or could reasonably be expected to have such knowledge.

B. Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. –Duties in The Event Of Accident, Claim, Suit Or Loss of the Business Auto Coverage Form is amended to include the following at the end of Paragraph a.: ~~Occurrence, Offense, Claim or Suit, a.~~ is hereby deleted and replaced with the following:

Knowledge of an "accident", claim, "suit" or "loss" by your agent, your servant, or your employee will not in itself constitute your knowledge unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee has such knowledge or could reasonably be expected to have such knowledge.

~~a. You must see to it that we are notified as soon as practicable of any "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" or an offense by your agent, your servant, or your employee will not in itself constitute knowledge to you unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee, at the address shown in the policy declarations, will have received such notice. To the extent possible notice should include:~~

- ~~(1) How, when and where the "occurrence" or offense took place;~~
- ~~(2) The names and addresses of any injured persons and witnesses; and~~

~~The nature and location of any injury or damage arising out of the "occurrence" or offense.~~

All other terms and conditions of this Policy remain unchanged.



Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLY NOTICE OF CANCELLATION PROVIDED BY US
AMENDATORY ENDORSEMENT ~~Early Notice of Cancellation~~
~~Provided By Us Amendatory Endorsement~~

Policy Number: ~~{123456}~~

Effective Date: ~~{MM-DD-YY at 12:01 A.M.}~~

Named Insured: ~~{Named Insured}~~

This endorsement modifies the insurance ~~coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully. provided under the following:~~

~~___ MOTOR CARRIER COVERAGE FORM
___ BUSINESS AUTO COVERAGE FORM
___ COMMERCIAL AUTO COVERAGE PART~~

It is hereby agreed that **COMMON POLICY CONDITIONS, A. Cancellation**, paragraph ~~2.~~ is deleted in its entirety and replaced by the following: It is hereby agreed that except with respect to fraud, material misrepresentation, or a material change in the nature or extent of the risk insured against, the number of days required for notice of cancellation, as provided in **COMMON POLICY CONDITIONS, A. Cancellation**, sub-paragraph 2., or as amended by an applicable state cancellation endorsement is increased to the number of days shown below:

~~2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:~~

- a. () * days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. () * days before the effective date of cancellation if we cancel for any other reason.

*** The notice period provided shall not be less than that required by applicable state law.**

All other terms and conditions of this Policy remain unchanged.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522



Starr Indemnity & Liability Company

COMMERCIAL AUTO
SICA-1040 (0919)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Freight Broker Liability Exclusionary Endorsement

Policy Number: TBD **Effective Date:** XX/XX/XXXX at 12:01 A.M.

Named Insured:

FREIGHT BROKER LIABILITY EXCLUSIONARY ENDORSEMENT

Policy Number:

Effective Date:

Named Insured:

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the ~~declarations~~Declarations page. Please read the endorsement and respective policy(ies) carefully.

~~MOTOR CARRIER COVERAGE FORM~~

~~MOTOR CARRIER COVERAGE FORM~~

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby agreed as follows:

A. 1. **SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions** is amended to include the following:

Freight Broker Liability

a. a.—Liability arising out of your operations or activities as a “freight broker”;

SICA 1040 (01/16)

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~~b. b.~~—Liability arising out of the operation, maintenance or use of any “auto” by any “motor carrier” hired, selected or retained by you for the purpose of transporting property;

~~c. c.~~—Liability arising out of the negligent hiring, retention or selection of any “motor carrier”; or

~~d. d.~~—Liability assumed under or arising out of any contract or agreement made in connection with your operations or activities as a “freight broker” or otherwise for the purpose of arranging for the transportation of property by a “motor carrier”. This exclusion applies to liability assumed under any such contract or agreement regardless of whether the contract is an “insured contract”.

~~2B.~~ **SECTION VI – DEFINITIONS** is amended to include the following:

“Freight broker” means any person who or corporation that, for compensation, arranges or offers to arrange the transportation of property by any “motor carrier”.

All other terms and conditions of this Policy remain unchanged.

~~Manuscript~~

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Starr Indemnity & Liability Company
2019 Commercial Auto Proprietary Forms Filing
Explanatory Memorandum

A. PURPOSE

This explanatory memo provides a brief summary of endorsements in this filing being revised, withdrawn, and introduced as new under filing 19-084-00-CA-00.

B. REVISED ENDORSEMENTS

1. SICA 1013 (06-11) "Extension Schedule Of Named Insureds" has been revised to:

- a.** Amend the most current Insurance Services Office (ISO) Commercial Auto Coverage Forms (as introduced and revised under ISO commercial auto forms filing CA-2013-OADFR). Specifically, Truckers Coverage Form has been replaced with Motor Carrier Coverage Form, and Auto Dealers Coverage Form has been included.
- b.** Reinforce the application of the endorsement. Specifically, as revised, Named Insured means:
 - (1)** the first Named Insured list on the Declarations Page;
 - (2)** any other Named Insured listed on the Declarations Page; and
 - (3)** the Named Insured(s) entered in the newly added schedule.

NOTE: SICA-1013 expands upon the meaning of Named Insured as set forth under ISO's Commercial Auto Coverage Forms. For example, the lead-in language of the Business Auto Coverage Form CA 00 01 provides, in pertinent part:

Throughout this policy, the words "you" and "your" refer to <u>the Named Insured shown in the Declarations.</u> [Emphasis supplied]
--

2. SICA 1015 (07-11) "Cancellation And Nonrenewal Notice To Designated Person Or Organization" has been amended to reinforce the application of the endorsement. For example, cancellation and nonrenewal notification will not be provided to designated person(s) or organization(s) due to non-payment of premium.

3. SICA 1016 (04-14) "Additional Insured – Where Required Under Written Contract or Written Agreement Endorsement" has been revised to:

- a.** Amend the most current ISO Commercial Auto Coverage Forms (as introduced and revised under ISO commercial auto forms filing CA-2013-OADFR). Specifically, Auto Dealers Coverage Form and Motor Carrier Coverage Form have been added as coverage forms amended by SICA 1016. With the inclusion of Motor Carrier Coverage Form in SICA 1016, we are withdrawing Motor Carrier equivalent endorsement SICA 1036 (04-14) "Additional Insured – Where Required Under Written Contract Or Written Agreement Endorsement" from use; and
- b.** Revise the title of SICA 1016. As revised, the title is now "Additional Insured – Automatic Status Amendatory Endorsement".

4. SICA 1018 (11/15) "When We Do Not Renew Amendatory Endorsement" has been amended to reinforce the application of the endorsement. For example,

- a.** Advance nonrenewal notification will not be provided with respect to fraud, material misrepresentation, or a material change in the nature or extent of the risk insured against; an
- b.** The nonrenewal notice period provided therein shall in no event be less than that required by applicable state law.

5. **SICA 1019 (03/12)** “Mexico Coverage Broad Form Amendatory Endorsement” has been revised:
- a. To amend the most current ISO Commercial Auto Coverage Forms (as introduced and revised under ISO commercial auto forms filing CA-2013-OADFR). Specifically, SICA 1019 now amends the Auto Dealers Coverage Form and Motor Carrier Coverage Form. With the inclusion of Motor Carrier Coverage Form in the amended SICA 1019, we are withdrawing motor carrier equivalent endorsement SICA 1049 (10-15) “Mexico Coverage Broad Form Endorsement-Motor Carrier Form” from use.
 - b. For consistency with ISO’s comparable CA 01 21 (10 13) “Limited Mexico Coverage”.
- NOTE:** A primary difference between SICA 1019 and CA 01 21 is that Paragraph A. of CA 01 21 provides that the coverage territory is extended to include Mexico --- but only for “accidents” or “losses” occurring within 25 miles of the US border, and trips into Mexico of 10 days or less. Comparatively, Endorsement SICA 1019 extends the coverage territory to include Mexico for “accidents” or “losses” occurring within the number of miles within the southern boundary of the United States, as **shown in the Schedule**. The number of consecutive days travelled within Mexico is similarly based on scheduled entry in SICA 1019.
6. **SICA 1020 (04/14)** “Waiver of Transfer of Rights of Recovery Against Others to Us Endorsement” has been revised to:
- a. Amend the most current ISO Commercial Auto Coverage Forms (as introduced and revised under ISO commercial auto forms filing CA-2013-OADFR). As revised, SICA 1020 now amends the Auto Dealers, Business Auto and Motor Carrier Coverage Forms. In conjunction with this change, we are withdrawing motor carrier equivalent endorsement SICA 1041 (04/14) “Waiver of Transfer of Rights of Recovery Against Others to Us Endorsement” from use; and
 - b. Revise the title. As revised, the title is now “Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Blanket Waiver Of Subrogation) Amendatory Endorsement”.
7. **SICA 1021 (04/12)** “Who Is An Insured – Amended (Employees As Insureds)” as been amended for consistency with corresponding terminology in the Commercial Auto Coverage Forms.
8. **SICA 1023 (04/12)** “Driver Exclusion” has been revised to:
- a. Amend the most current ISO Commercial Auto Coverage Forms (as introduced and revised under ISO commercial auto forms filing CA-2013-OADFR); and
 - b. Include a schedule to enter the Named Excluded Driver(s).
9. **SICA 1024 (04/12)** “Additional Insured – Where Required Under Contract Or Agreement” has been revised to:
- a. Amend the most current ISO Commercial Auto Coverage Forms (as introduced and revised under ISO commercial auto forms filing CA-2013-OADFR); and
 - b. Include a schedule to enable the entry of Additional Insured(s).
10. **SICA 1025 (04/12)** “Insured’s Duties in the Event of a Claim, Occurrence Or Suit” has been revised:
- a. To amend the most current ISO Commercial Auto Coverage Forms (as introduced and revised under ISO commercial auto forms filing CA-2013-OADR). As revised, SICA 1025 now amends the Business Auto Coverage Form and Auto Dealers Coverage Form. Endorsement SICA 1025 is not meant to amend the Motor Carrier Coverage Form; therefore, we have removed its reference throughout; and

- b. For consistency with the definitions and terms in the Business Auto Coverage Form and Auto Dealers Coverage Form.
- 11. **SICA 1028 (11/15)** "Early Notice of Cancellation Provided By Us Amendatory Endorsement" has been amended to reinforce the application of the endorsement. For example,
 - a. Advance cancellation notification will not be provided with respect to fraud, material misrepresentation, or a material change in the nature or extent of the risk insured against; and
 - b. The cancellation notice period provided therein shall in no event be less than that required by applicable state law.
- 12. We have also made a minor revision to **SICA DS 03 (0419)** "Schedule Of Covered Autos Changes" and **SICA DS 02 (0419)** "Schedule Of Covered Autos You Own" to reference "Added/Additional Personal Injury Protection". SICA DS 03 and SICA DS 02 will be used in Starr Indemnity & Liability Company's new automation system.
- 13. Finally, **SICA-1017 (02/12)** "Insurance Primary As To Certain Additional Insureds", **SICA-1037 (11/15)** "Primary And Non-Contributory Amendatory Endorsement", and **SICA-1040 (01/16)** "Freight Broker Liability Exclusionary Endorsement" were revised for formatting purposes only.

C. WITHDRAWN ENDORSEMENTS

1.	SICA 1022	04-12	"Who Is An Insured – Amended"
2.	SICA 1026	04-12	"Policy Bridging Endorsement"
3.	SICA 1036	04-14	"Additional Insured – Where Required Under Written Contract Or Written Agreement Endorsement"
4.	SICA 1041	04-14	"Waiver of Transfer of Rights of Recovery Against Others To Us Endorsement"
5.	SICA 1049	10-15	"Mexico Coverage Broad Form Endorsement – Motor Carrier Form"

D. NEW ENDORSEMENT

We are introducing **SICA-1057 (0919)** "Waiver of Immunity – Port Authority Of New York And New Jersey Amendatory Endorsement" as a new endorsement. Endorsement SICA-1057 generally provides an option to an insured who may be entitled to immunity with respect to the Port Authority of New York and New Jersey.